

ORIGINAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

VALVETECH, INC.,

Plaintiff,

v.

VERDICT FORM

CASE # 17-CV-6788

AEROJET ROCKETDYNE, INC.,

Defendant.

We the Jury, return the following verdict in ValveTech, Inc. v. Aerojet Rocketdyne, Inc., Docket No. 17-CV-6788:

FIRST CLAIM

(Breach of 2011 Nondisclosure Agreement)

1. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. breached the 2011 nondisclosure agreement?

☒ Yes

☐ No

If you answered "Yes" to Question 1, proceed to Question 2a. Otherwise, proceed to Question 3.

2a. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. disclosed or used Plaintiff ValveTech, Inc.'s proprietary information in violation of the 2011 nondisclosure agreement?

☒ Yes ☐ No

Proceed to Question 2b.

2b. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. failed to return or promptly destroy Plaintiff ValveTech, Inc.'s proprietary information at Plaintiff ValveTech, Inc.'s request, in violation of the 2011 nondisclosure agreement?

☒ Yes ☐ No

Proceed to Question 3.

SECOND CLAIM

(Breach of 2017 Nondisclosure Agreement)

3. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. breached the 2017 nondisclosure agreement?

☒ Yes ☐ No

If you answered "Yes" to Question 3, proceed to Question 4a. Otherwise, proceed to Question 5.

4a. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. disclosed or used Plaintiff ValveTech, Inc.'s proprietary information in violation of the 2017 nondisclosure agreement?

☒ Yes

☐ No

Proceed to Question 4b.

4b. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. failed to return or promptly destroy Plaintiff ValveTech, Inc.'s proprietary information at Plaintiff ValveTech, Inc.'s request, in violation of the 2017 nondisclosure agreement?

☒ Yes

☐ No

Proceed to Question 5.

THIRD CLAIM

(Misappropriation of Trade Secrets)

5. Do you find by a preponderance of the evidence that Defendant Aerojet Rocketdyne, Inc. misappropriated Plaintiff ValveTech, Inc.'s trade secret(s)?

☐ Yes

☒ No

If you answer "Yes" to Question 5, proceed to Question 6. Otherwise, proceed to the "Damages" Section on the next page.

6. Do you find by a preponderance of the evidence that Plaintiff ValveTech, Inc. is entitled to punitive damages on its misappropriation claim?

☐ Yes

☐ No

Proceed to the "Damages" Section.

DAMAGES

Only answer Question 7 if you answered "Yes" to Question 1, Question 3, or Question 5. Otherwise, proceed to Question 8.

7. What amount of compensatory damages, nominal damages, or damages for unjust enrichment, if any, is Plaintiff ValveTech, Inc. entitled to recover on the claim(s) that it has proven by a preponderance of the evidence?

Compensatory Damages:

[\$ 880,000]

850,000

Nominal Damages:

[\$ 1,307,500]

~~Foreperson Initials~~
Redacted

Unjust Enrichment:

[\$ 1,760,000]

Proceed to Question 8.

8. Was your verdict unanimous?

☒ Yes

☐ No

I certify the above verdict to be true and accurate.

11/22/2023

Date

Foreperson Name Redacted

Signature of Foreperson